

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JANE DOE, f/k/a KRISTY ALTHAUS,
an individual,

Plaintiff,

v.

AYLO GLOBAL ENTERTAINMENT
INC., a Delaware corporation; AYLO
USA INCORPORATED, a Delaware
corporation; AYLO BILLING US
CORP., a Delaware corporation; AYLO
HOLDINGS S.A.R.L., a foreign entity;
AYLO FREESITES, LTD., d/b/a
“PORN HUB,” a foreign entity; 9219-
1568 QUEBEC, INC., a foreign entity;
and AYLO PREMIUM LTD., a foreign
corporation,

Defendants.

CASE NO. 2:23-cv-07488-MWF-AGR

Judge Michael W. Fitzgerald

DISCOVERY MATTER REFERRED
TO MAGISTRATE JUDGE ALICIA
G. ROSENBERG

**STIPULATED PROTECTIVE
ORDER**

**NOTE CHANGES MADE BY
COURT**

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order governing protected information
7 prior to trial in this case. The parties acknowledge that this Order does not confer
8 blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.5, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

16 B. GOOD CAUSE STATEMENT

17 Plaintiff's Good Cause Statement: "It is 'well-established' in our case law
18 that discovery is 'presumptively public.'" *Cordero v. Stemilt AG Services, LLC*, 142
19 F.4th 1201, 1207 (9th Cir. 2025) (quoting *San Jose Mercury News, Inc. v. U.S. Dist.*
20 *Ct.—N. Dist. (San Jose)*, 187 F.3d 1096, 1103 (9th Cir. 1999)). Both the federal
21 common law and Federal Rules of Civil Procedure provide a right of access to court
22 records. *San Jose*, at 1099, 1101-02. "Generally, the public can gain access to
23 litigation documents and information produced during discovery unless the party
24 opposing disclosure shows 'good cause' why a protective order is necessary."
25 *Cordero*, at 1207 (quoting *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307
26 F.3d 1206, 1210 (9th Cir. 2002) (*Phillips*)). In particular, the Ninth Circuit "strongly
27 favors access to discovery materials" for individuals engaged in other litigation
28 because "[a]llowing the fruits of one litigation to facilitate preparation in other cases

1 advances the interests of judicial economy by avoiding the wasteful duplication of
2 discovery.” *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1131 (9th Cir.
3 2003).

4 “Rule 26(c) authorizes a district court to override this presumption [for public
5 records] where ‘good cause’ is shown.” *San Jose*, 187 F.3d at 1103. “If a court
6 finds particularized harm that would result from public disclosure it must ‘balance[]
7 the public and private interests to decide whether a protective order is necessary.’”
8 *Cordero*, at 1207 (quoting *Phillips*, 307 F.3d at 1211).

9 Due to the nature and notoriety of Plaintiff’s claims as a survivor of sex
10 trafficking, discovery in this Action will involve the production of Plaintiff’s private
11 and sensitive information for which special protection is warranted. There is a
12 compelling interest in protecting Plaintiff’s privacy and safety by shielding her
13 identifying information from the public. Plaintiff is routinely harassed, stalked, and
14 assaulted by members of the public related to the claims alleged in this Action.
15 Plaintiff has been forced to change her name. Plaintiff is expressly granted use of
16 the pseudonym “Jane Doe f/k/a Kristy Althaus” in this Action. In addition, both
17 federal and state sex trafficking, sexual assault, and other applicable rape shield laws
18 exist to protect the privacy of survivors like Plaintiff (including but not limited to
19 U.S. Const. Amend. XIV § 1, Fed. R. Evid. 412, Cal. Const., Art. 1 § 1, Cal. Evid.
20 Code §§ 782, 783, 1035.8, 1103, 1106, Cal. Code Civ. Proc. § 2017.220.) Plaintiff
21 therefore submits that there is good cause to protect Plaintiff’s identity, contact
22 information, location of residence, and other private or personally identifying
23 information from public disclosure with a protective order.

24 Furthermore, given the scope of this Action, it is impracticable to give notice
25 to each individual whose personal information may be the subject of discovery in
26 this Action, there is good cause for the protections and procedures set forth herein
27 to adequately protect against the improper disclosure or unauthorized use of third-
28 parties’ personal identifying information, including by use of limited redactions.

1 **Defendants’¹ Good Cause Statement:** Defendants agree to protect
2 Plaintiff’s identity, contact information, location of residence, and other private or
3 personally identifying information from public disclosure with a protective order.

4 This Action is likely to involve discovery of corporate trade secrets, customer
5 and pricing lists and other valuable research, development, commercial, financial,
6 technical and/or proprietary information for which special protection from public
7 disclosure and from use for any purpose other than prosecution of this action is
8 warranted. Such confidential and proprietary materials and information consist of,
9 among other things, confidential business or financial information, information
10 regarding confidential business practices, or other confidential research,
11 development, or commercial information (including information implicating privacy
12 rights of third parties), system design, database design, algorithms, technology,
13 technical data or information, vendor agreements, claim/litigation information,
14 nonpublic policies and procedures, personal identifying information, sensitive
15 personal information, information otherwise generally unavailable to the public, or
16 which may be privileged or otherwise protected from disclosure under state, federal,
17 or foreign statutes, court rules, case decisions, or common law (including but not
18 limited to California Consumer Privacy Act, EU’s General Data Protection
19 Regulation, Canada’s Consumer Privacy Protection Act, and Quebec’s Act
20 Respecting The Protection of Personal Information In The Private Sector), or any
21 other information that a party is obligated to preserve as confidential, including all
22 information compiled, derived, excerpted, or generated from such materials.

23 **Joint Statement:** Accordingly, to expedite the flow of information, to
24 facilitate the prompt resolution of disputes over confidentiality of discovery
25 materials, to adequately protect information the parties are entitled to keep
26

27 ¹ “Defendants” are Aylo Global Entertainment Inc., Aylo USA Incorporated, Aylo
28 Billing US Corp., Aylo Freesites Ltd, 9219-1568 Quebec Inc., Aylo Premium Ltd,
and Aylo Holdings S.à r.l.

1 confidential, to ensure that the parties are permitted reasonable necessary uses of
2 such material in preparation for and in the conduct of trial, to address their handling
3 at the end of the litigation, and serve the ends of justice, a protective order for such
4 information is justified in this matter. It is the intent of the parties that information
5 will not be designated as confidential for tactical reasons and that nothing be so
6 designated without a good faith belief that each designated document has been
7 maintained in a confidential, non-public manner, and there is good cause why it
8 should not be part of the public record of this case.

9
10 2. DEFINITIONS

11 2.1 Action: this pending federal lawsuit, *Jane Doe v. Aylo Global*
12 *Entertainment Inc. et al.*, No. 2:23-cv-07488-MWF-AGR (C.D. Cal.).

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 confidentiality designation of information or items in this Action.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c)—that is, information or
18 tangible things that, if disclosed, will cause a clearly defined and serious injury to
19 the Producing Party that outweighs the public’s interest in disclosure. Examples of
20 such information include: information protected by the U.S. Constitution or
21 California state Constitution rights to privacy (e.g., third-parties’ Social Security
22 Number, Medical Record Numbers, or taxpayer-identification numbers, names of
23 minor children, or financial account numbers); a Trade Secret; or research,
24 development, or commercial information that is of a highly competitively sensitive
25 nature and that a reasonably prudent business person in the applicable field would
26 not release to or share with the public in the ordinary course of business, and the
27 release of which would likely cause severe proprietary, competitive, or economic
28 harm to the Producing Party if disclosed. CONFIDENTIAL Information or Items

1 does not include any information that: is publicly available at the time of disclosure;
2 becomes publicly available after disclosure through no fault of the Receiving Party;
3 was known to the Receiving Party prior to disclosure; the Receiving Party lawfully
4 receives at a later date from a third party without restriction as to disclosure; is
5 independently obtained through FOIA, CPRA, California Constitution Art. 1 § 3(b)
6 or other similar public records act; or was widely disseminated. *See also* Sections
7 12.3-12.4.

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” The Designating Party
13 bears the burden of establishing good cause for the confidentiality of all such
14 information or items.

15 2.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
21 an expert witness or as a consultant in this Action or for a greater scope of work that
22 includes this Action. This definition includes a professional jury or trial consultant
23 retained in connection with this Action.

24 2.8 “HIGHLY CONFIDENTIAL” Information or Items: information
25 (regardless of how it is generated, stored or maintained) or tangible things designated
26 as “HIGHLY CONFIDENTIAL” pursuant to the terms of this Order. HIGHLY
27 CONFIDENTIAL information or items consist of any CONFIDENTIAL
28 information or items that is so competitively or personally sensitive that it is entitled

1 to extraordinary protections, or otherwise warrants such designation due to its
2 extreme sensitivity, propriety or personal nature such that, if disclosed, it will cause
3 a clearly defined injury to the Producing Party that outweighs the public's interest
4 in disclosure. For example, Plaintiff's PII (as defined in Paragraph 2.14 below) is
5 HIGHLY CONFIDENTIAL. During depositions, HIGHLY CONFIDENTIAL
6 information or items should be redacted from exhibits to the extent the information
7 is not necessary or related to the deponent's testimony.

8 2.9 House Counsel: attorneys who are employees of a Party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
14 to this Action but are retained to represent or advise a Party to this Action and have
15 appeared in this Action on behalf of that Party or are affiliated with a law firm which
16 has appeared on behalf of that Party, and includes support staff.

17 2.12 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staff).

20 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.14 Plaintiff's PII: Plaintiff's personal identifying information including,
23 but not limited to, any private information which by a reasonable probability could
24 be used to identify or locate Plaintiff such as Plaintiff's name(s), alias(es), date of
25 birth, telephone number(s), current and prior mailing and work addresses, email
26 address(es), medical records number(s), financial or tax record number(s),
27 educational & employment record number(s), social media, sexual history (outside
28 what is set forth in the operative complaint in the Action), photographs or other

1 depictions of Plaintiff's unique physical attributes or biometric data), social security
2 number, passport number, and driver's license number.

3 2.15 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, organizing, storing, or retrieving data in any form or medium, or
6 court reporters, stenographers, videographers) and their employees and
7 subcontractors.

8 2.16 Protected Material: any Disclosure or Discovery Material that is
9 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in accordance
10 with Section 5 (Designating Protected Material), unless the confidentiality
11 designation is challenged and: (a) the Court decides such material is not entitled to
12 protection as confidential; (b) the Designating Party fails to apply to the Court for
13 an order holding that the material is entitled to protection within the time period
14 specified below; or (c) the Designating Party withdraws its confidentiality
15 designation in writing.

16 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 2.18 Trade Secret(s): information like a formula, pattern, compilation,
19 program, device, method, technique, or process that the holder took reasonable
20 precautions to prevent disclosing publicly and that: (i) derives independent economic
21 value, actual or potential, from not being generally known to, and not being readily
22 ascertainable by proper means by other persons who can obtain economic value from
23 its disclosure or use; and (ii) is the subject of efforts that are reasonable under the
24 circumstances to maintain its secrecy.

25
26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. **This Order does not govern the use of Protected Material at trial.**
6 See Sections 4 & 13. Nothing in this Order shall be construed as an agreement by
7 any Party as to whether any other Party will be able to demonstrate good cause **or**
8 **compelling reasons, as applicable**, to seal any material in any filing on the docket or
9 at trial.

10
11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations imposed
13 by this Order shall remain in effect until a Designating Party agrees otherwise in
14 writing or a court order otherwise directs. Final disposition shall be deemed to be
15 the later of: (1) dismissal of all claims and defenses in this Action, with or without
16 prejudice; and (2) final judgment herein after the completion and exhaustion of all
17 appeals, rehearings, remands, trials, or reviews of this Action, including the time
18 limits for filing any motions or applications for extension of time pursuant to
19 applicable law. However, this Order does not govern the use of Protected Material
20 at trial. **Protected Material used at trial becomes public absent a separate court order**
21 **upon motion supported by a legally sufficient showing.** ~~The Parties agree that the~~
22 ~~use and disclosure of Protected Material at trial shall be governed by a separate~~
23 ~~stipulated protective order to be entered for purposes of trial (“Trial Protective~~
24 ~~Order”). Protected Material that was designated as Confidential or Highly~~
25 ~~Confidential in discovery shall not be given any presumption of confidentiality at~~
26 ~~trial, but rather shall be assessed based on the Trial Protective Order, which shall be~~
27 ~~facilitated by agreement of the Parties or as determined by the Court through~~
28

~~controlling case law and relevant public policy. Until the Trial Protective Order is entered, Protected Material may not be used or disclosed at trial.~~

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify for good cause, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

5.2 Redaction Protocol. Producing Parties shall designate information or items in a way that provides the greatest level of disclosure possible, while still preserving confidentiality where necessary. Each Designating Party must use good faith efforts to limit any such designation to the specific material that qualifies for protection. If only part of a document contains CONFIDENTIAL or HIGHLY CONFIDENTIAL information, the whole document shall not be designated confidential. Instead, whenever it is feasible and not unduly burdensome to protect non-responsive CONFIDENTIAL or HIGHLY CONFIDENTIAL information through targeted redactions, the Designating Party shall use redactions in lieu of blanket confidentiality designations. Redactions to Plaintiff's PII and third-party personal identifying information shall be made in accordance with L.R. 5.2-1 and

1 Federal Rule of Civil Procedure 5.2. Redactions shall be narrowly tailored to the
2 specific information claimed to be protected (e.g., personal identifiers or Trade
3 Secrets), and the remainder of the document shall remain public and not designated
4 as confidential.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.3 Manner and Timing of Designations. Except as otherwise provided in
9 this Order (*see, e.g.*, second paragraph of section 5.3(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) For information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter
18 "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL legend"), to each page
19 that contains protected material. If only a portion or portions of the material on a
20 page qualifies for protection, the Producing Party also must clearly identify the
21 protected portion(s) (e.g., by making redactions or appropriate markings in the
22 margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection shall be
27 deemed "HIGHLY CONFIDENTIAL." After the inspecting Party has identified the
28 documents it wants copied and produced, the Producing Party must determine which

1 documents, or portions thereof, qualify for protection under this Order. Then, before
2 producing the specified documents, the Producing Party must affix the
3 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page
4 that contains Protected Material. If only a portion or portions of the material on a
5 page qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate redactions or markings in the
7 margins).

8 (b) For testimony given in depositions ~~or other pretrial proceedings~~ that the
9 Designating Party identifies the Protected Material on the record, before the close of
10 the deposition ~~or other pretrial proceeding~~. Alternatively, any Party may designate
11 testimony as Protected Material by notifying all Parties in writing not later than 30
12 days after receipt of the **deposition** transcript of the specific pages and lines of the
13 transcript that should be treated as Protected Material. If only a portion or portions
14 of the material on a page qualifies for protection, the Producing Party also must
15 clearly identify the protected portion(s) by page and line designations. All
16 deposition transcripts shall be treated as “CONFIDENTIAL” for a period of 30 days
17 after initial receipt of the transcript.

18 (c) For information produced in some form other than documentary and for
19 any other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions
22 of the information warrants protection, the Producing Party, to the extent practicable,
23 shall identify the protected portion(s) in a way that does not interfere with the
24 viewing of the evidence.

25 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 5.5 Privilege Logs. Pursuant to Federal Rule of Civil Procedure Rule
4 26(b)(5), a Producing Party will produce a Privilege Log describing the nature of
5 any withheld information at the time of production. The Parties agree that privileged
6 attorney-client communications and work product made after the filing of this
7 Action (September 8, 2023) need not be included on the Privilege Logs.

8
9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order. While every effort will be made to timely challenge the
13 Designating Party's confidentiality designations to avoid foreseeable substantial
14 unfairness, unnecessary economic burdens, and significant disruption or delay of the
15 litigation, a Party does not waive or inhibit its right to challenge a confidentiality
16 designation by electing not to mount a challenge immediately after the original
17 designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 et seq. and in accordance with the
20 procedures for discovery motions set forth on Magistrate Judge Rosenberg's
21 website. Within ten (10) days of the Challenging Party's request for a L.R. 37-1
22 prefiling conference, the Designating Party must explain, in writing, the basis for
23 each challenged confidentiality designation it intends to maintain.

24 6.3 Burden. The burden of persuasion in any such challenge proceeding
25 shall be on the Designating Party. If neither the designation nor the objection is
26 withdrawn following the discovery conference before Magistrate Judge Rosenberg,
27 the Designating Party shall have twenty (20) days from said discovery conference,
28 or less time if the 20-day period would conflict with the discovery cut-off date, to

1 file a motion requesting that the Court determine whether the challenged material is,
2 in fact, entitled to protection under this Order. The Designating Party must make a
3 particular and specific demonstration of fact supporting good cause for each
4 document, information, or item it seeks to protect by showing that specific prejudice
5 or harm will result if no protection is granted.

6 Unless the Designating Party has waived or withdrawn the confidentiality
7 designation, all parties shall continue to afford the material in question the level of
8 protection to which it is entitled under the Producing Party's designation until the
9 Court rules on the challenge or, if no motion is made, until the time for the
10 Designating Party to bring a motion has expired. Failure by the Designating Party
11 to make such a motion within the applicable time period for doing so shall
12 automatically waive the confidentiality designation for each challenged designation.
13 Frivolous challenges or confidentiality designations, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
15 parties) may expose the Challenging or Designating Party to sanctions.

16 6.4 Procedure for Non-Parties. A Non-Party may challenge a Designating
17 Party's confidentiality designation(s) **only to the extent consistent with the Federal**
18 **Rules of Civil Procedure or case law.** ~~by filing a motion to intervene in the Action~~
19 ~~for the purpose of challenging the confidentiality designation(s). The Designating~~
20 ~~Party bears the burden of establishing that the challenged material is entitled to~~
21 ~~protection.~~

22 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. ~~With the~~
7 ~~exception of a third party’s personal identifying information which should always~~
8 ~~be redacted in documents filed publicly pursuant to L.R. 5.2-1,~~ Unless otherwise
9 ordered by the Court herein or hereafter, or permitted in writing by the Designating
10 Party, a Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action such as litigation assistants, paralegals,
15 and secretarial and other clerical personnel;

16 (b) the officers, directors, and/or their equivalent under foreign law of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) the employees and consultants (including House Counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (d) the Parties;

21 (e) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (f) the court and its personnel;

25 (g) professional jury or trial consultants, and mock jurors to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
28

1 (h) Professional Vendors to whom disclosure is reasonably necessary for
2 this Action;

3 (i) the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information;

5 (j) **deposition** witnesses, and attorneys for witnesses, in the Action to
6 whom disclosure is reasonably necessary provided: (1) the **deposing party requests**
7 **that the** witness signs the form attached as Exhibit A hereto; and (2) they will not be
8 permitted to keep any confidential information unless they sign the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
10 agreed by the Designating Party or ordered by the court;

11 (k) counsel for issuers of insurance policies under which any issuer may be
12 liable to satisfy part or all of a judgment that may be entered in this Action or to
13 indemnify or reimburse payments or costs associated with this Action;

14 (l) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed upon by any of the parties engaged in settlement discussions; and

16 (m) any other person as to whom the Producing Party has consented to
17 disclosure in advance and in writing.

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. If
19 a Party wishes to file information containing Plaintiff’s PII with the Court, the
20 information must be redacted and filed conditionally under seal pursuant to Local
21 Rules such that Plaintiff’s PII is not publicly disclosed **unless ordered by the court.**
22 Unless otherwise ordered by the Court or permitted in writing by the Designating
23 Party, a Receiving Party may disclose any other information or item designated
24 “HIGHLY CONFIDENTIAL” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action and
26 House Counsel, as well as employees of said Outside Counsel of Record and House
27 Counsel to whom it is reasonably necessary to disclose the information for the
28

1 Action such as litigation assistants, paralegals, and secretarial and other clerical
2 personnel;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for any of the Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) the court and its personnel;

7 (d) court reporters and their staff;

8 (e) professional jury or trial consultants, and mock jurors to whom
9 disclosure is reasonably necessary for the Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) Professional Vendors to whom disclosure is reasonably necessary for
12 the Action;

13 (g) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in the
16 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
17 requests that the witness signs the form attached as Exhibit A hereto; and (2) the
18 witness will not be permitted to keep any confidential information unless they sign
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
20 agreed by the Designating Party or ordered by the Court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Highly Confidential
22 Protected Material may be separately bound by the court reporter and may not be
23 disclosed to anyone except as permitted under this Stipulated Protective Order;

24 (i) Upon written request to and permission from the Designating Party,
25 which shall be fairly and reasonably given, to a deponent or witness who was noticed
26 for a deposition or is on a witness list for hearing ~~or trial~~ in the Action, in preparation
27 for his or her noticed deposition, ~~or hearing~~, ~~or trial~~ testimony, who does not qualify
28 under other subsections of this paragraph only when the Highly Confidential

1 information is determined by counsel in good faith to be necessary to the anticipated
2 subject matter of testimony. Such Highly Confidential information shall only be
3 shared with such person in connection with preparation for the anticipated testimony,
4 and the person identified in this paragraph will not be permitted to retain copies of
5 such Highly Confidential information and shall be required to sign the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

7 (j) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions; and

9 (k) any other person as to whom the Producing Party has consented to
10 disclosure in advance and in writing.

11 7.4 Disclosure to the Government or Other Third Party. Notwithstanding
12 this Order or any confidentiality designations under it, any Party may disclose
13 relevant information to any regulatory or law enforcement agency, or government
14 entity, or third party that has an interest in the subject matter of the Action if
15 compelled to do so by a subpoena or other legal process. In such case, the procedure
16 set forth in Paragraph 8, below, shall apply.

17
18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any Protected Material, that Party must:

22 (a) promptly notify in writing the Designating Party within five (5)
23 business days after receiving the subpoena or court order, and such notification shall
24 include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the subpoena
27 or order is subject to this Protective Order. Such notification shall include a copy of
28 this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order from the court where
4 the subpoena or order issued, the Party served with the subpoena or court order shall
5 not produce any information designated in this action as “CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL” before a determination by the court from which the
7 subpoena or order issued, unless the Party has obtained the Designating Party’s
8 permission. The Designating Party shall bear the burden and expense of seeking
9 protection in that court of its confidential material and nothing in these provisions
10 should be construed as authorizing or encouraging a Receiving Party in this Action
11 to disobey a lawful directive from another court.
12

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL.” Such information produced by Non-Parties in connection with
18 this litigation is protected by the remedies and relief provided by this Order. Nothing
19 in these provisions should be construed as prohibiting a Non-Party from seeking
20 additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s
24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-
26 Party that some or all of the information requested is subject to a confidentiality
27 agreement with a Non-Party;
28

1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

4 (3) make the information requested available for inspection by the
5 Non-Party, if requested.

6 (c) If a Party or the Non-Party fails to seek a protective order from this
7 court within 14 days of receiving the notice and accompanying information, the
8 Receiving Party may produce the Non-Party's confidential information responsive
9 to the discovery request. If the Non-Party timely seeks a protective order, the
10 Receiving Party shall not produce any information in its possession or control that
11 is subject to the confidentiality agreement with the Non-Party before a determination
12 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden
13 and expense of seeking protection in this court of its Protected Material.

14
15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
21 or persons to whom unauthorized disclosures were made of all the terms of this
22 Order, and (d) request such person or persons to execute the "Acknowledgment and
23 Agreement to Be Bound" that is attached hereto as Exhibit A.

24
25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
2 Procedure 26(b)(5)(B). The inadvertent production of privileged or work-product
3 protected documents, electronically stored information (“ESI”) or information is not
4 on its own a waiver of the privilege or protection from discovery in this case or in
5 any other federal or state proceeding. If the Receiving Party has reason to believe
6 that a produced document or other information may reasonably be subject to a claim
7 of privilege, then the Receiving Party shall immediately sequester the document or
8 information, and shall inform the Producing Party of the beginning BATES number
9 of the document or, if no BATES number is available, shall otherwise inform the
10 producing party of the information.

11 Any Party or Non-Party that inadvertently discloses or produces a Document,
12 ESI, or information that it considers privileged or otherwise protected from
13 discovery will, promptly upon discovery of the disclosure or production, give notice
14 to the Receiving Party, identifying the document, ESI, or information in question;
15 the asserted privilege or protection; and the grounds therefor.

16 Upon receipt of notice of the assertion of privilege or protection over produced
17 documents, ESI, or information, the Receiving Party will:

18 (a) to whatever extent it contests the assertion of privilege or protection,
19 promptly so notify the Producing Party or Non-Party, and maintain the contested
20 documents and ESI in confidence pending resolution of the contest by the parties or
21 the court; and

22 (b) to whatever extent the Receiving Party does not contest the assertion of
23 privilege or protection, promptly certify in writing to the Producing Party or Non-
24 Party that it has returned or destroyed and does not maintain any copies of the
25 applicable document(s), ESI, and/or information, and has made reasonably diligent
26 efforts to identify and destroy each copy thereof and all information derived
27 therefrom.

1 In the event of a contested assertion of privilege or protection over produced
2 documents that cannot be resolved amicably after meeting and conferring in good
3 faith, the Producing Party may promptly seek resolution of the matter in accordance
4 with the court's Local Rules and the Federal Rules of Civil Procedure, including by
5 seeking in camera review.

6
7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Prior or Public Knowledge. This Protective Order shall not apply to
16 information that, prior to disclosure, is public knowledge, and the restrictions
17 contained in this Protective Order shall not apply to information that is, or after
18 disclosure becomes, public, including but not limited to, information that was used
19 in a public agency proceeding or a governmental hearing; was in the possession of
20 the Party to whom disclosure is made prior to disclosure; is public knowledge other
21 than by an act or omission of the party to whom such disclosure is made; or that is
22 legitimately and independently acquired from a source not subject to this Protective
23 Order. Notwithstanding this section, Plaintiff's PII is always HIGHLY
24 CONFIDENTIAL and shall always be redacted or omitted from publicly filed
25 documents for purposes of discovery unless otherwise ordered by the court.

26 12.4 GirlsDoPorn (GDP). This Action relates to the GDP sex trafficking
27 criminal enterprise and the facts and findings in related cases and prosecutions
28

1 thereof, including, but not limited to, in *Jane Doe Nos. 1-22 v. GirlsDoPorn.com et*
2 *al.* (Cal. Super. Ct. No. 37-2016-00019027-CU-FR-CTL).

3 12.5 Filing Protected Material. Neither this Order, nor any confidentiality
4 designation under it, is a sufficient basis for demonstrating that court records may be
5 sealed. A Party that seeks to file under seal any Protected Material must comply with
6 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
7 court order authorizing the sealing of the specific Protected Material at issue. If a
8 Party's request to file Protected Material under seal is denied by the court, then the
9 Receiving Party may file the information in the public record unless otherwise
10 instructed by the court.

11 12.6 Non-Parties. Nothing in this Order affects the right of Non-Parties to
12 this Action to challenge this Order, any confidentiality designations made pursuant
13 to this Order, or the sealing of any court records in this Action.

14
15 13. FINAL DISPOSITION

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Order shall remain in effect until a Designating Party agrees
18 otherwise in writing or a court order otherwise directs. Final disposition shall be
19 deemed to be the later of: (1) dismissal of all claims and defenses in this Action, with
20 or without prejudice; and (2) final judgment herein after the completion and
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
22 including the time limits for filing any motions or applications for extension of time
23 pursuant to applicable law.

14. VIOLATION. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: November 11, 2025

BOUCHER LLP

BURG SIMPSON ELDREDGE HERSH &
JARDINE, P.C.

By: /s/ Amanda J.G. Walbrun

Raymond P. Boucher
Amanda J.G. Walbrun
David K. TeSelle
Morgan L. Carroll

*Attorneys for Plaintiff
Jane Doe*

Dated: November 11, 2025

MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Emily F. Evitt

David A. Steinberg
Marc E. Mayer
Emily F. Evitt

Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: November 13, 2025



Honorable Alicia G. Rosenberg
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California in the case of *Jane Doe v. Aylo Global Entertainment Inc. et al.*, No.
2:23-cv-07488-MWF-AGR (C.D. Cal.). I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I further agree
to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this Action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

1 Signature: _____
2
3

4 **Attestation Regarding Signatures-Local Rule 5-4.3.4(a)(2)(i)**

5 I, Emily F. Evitt, attest that all signatories listed, and on whose behalf the
6 filing is submitted, concur in the filing's content and have authorized the filing.

7 Dated: November 13, 2025

/s/ Emily F. Evitt
Emily F. Evitt

